

	PREVAILING WAGE FOR PUBLIC CONTRACTS	Approval Date
	DIVISION AND POLICY NUMBER PURCHASING – XXXX	Revision Date

ELECTED OFFICIALS/DEPARTMENTS AFFECTED: All

PURPOSE:

To ensure that individuals working on Adams County construction and road projects are fairly, timely, and equitably compensated for their work on public projects.

DEFINITIONS:

1. Contractor: The Contractor is the party that is contracted by Adams County to complete the public project. This may be a general contractor/contract management firm or a contractor directly performing the work to complete the project. In all cases, the Contractor is the responsible party under this policy as it is the party who has agreed to comply with this policy through the County’s procurement process.
2. Employee: This policy incorporates any person satisfying the definition of employee pursuant C.R.S. § 8-4-101, as amended, who is engaged by contractors or subcontractors to perform jobs on various types of public projects.
3. Prevailing Wage: The prevailing wage for Adams County projects that fit within the scope of this policy shall be the wage set for each labor classification as established by the State of Colorado for prevailing wage projects for the State of Colorado pursuant to C.R.S. §24-92-201, *et seq.* This includes the wage schedule maintained pursuant to C.R.S. §24-92-205 and the compensation for training and apprenticeship programs pursuant to C.R.S. § 24-92-208.
4. Public project: A public project is any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement undertaken by Adams County.
5. Subcontractor: Subcontractor refers to any company, firm, or individual, retained by the Contractor to perform work on the public project.

POLICY:

This policy applies to any Adams County construction or road project at a contract value of \$250,000 or more.

Contractor shall be responsible for ensuring that all employees performing work on the public project are paid Prevailing Wage, including compliance with the following requirements:

1. Employees are paid at weekly intervals.
2. Employees are paid the Prevailing Wage and are appropriately classified.
3. Contractor and all subcontractors submit weekly payroll records for all employees performing work on the public project through a designated wage management system identified by the County.
4. Contractor ensures that all subcontractors working on the project are trained in using the wage management system and submit timely records.
5. Contractor displays County-approved posters in conspicuous place(s) on the project that are visible to employees that contain a link to the Prevailing Wage scales as well as information about how to submit a wage or classification complaint. Posters must be published in both English and Spanish and provide a link to an online version of the poster that can be translated into other languages.
6. Contractor will be responsible for correcting wage or classification errors for employees on the project, regardless of whether the employee is employed by Contractor or subcontractors.

EXCEPTIONS:

This policy does not apply to contracts for public projects that receive federal funding.

PROCEDURE:

Procurement Procedure

Any RFP or RFI for a project that falls within the parameters of this policy will specifically identify the requirement for Prevailing Wage on the project and require that the Contractor be responsible for ensuring that all employees on the project are paid Prevailing Wage. The County will provide information regarding the Prevailing Wage on its website and through the procurement process.

The County will maintain a wage management system and ensure that Contractor has access to the system and is trained to use the system.

County staff will review submittals to the wage management system but will not be responsible for monitoring all work and pay on the project. Compliance will be the responsibility of the Contractor.

Complaint Procedure and Remedies

The County will establish a complaint hotline and will accept complaints from any party regarding allegations of failure to comply with the weekly pay requirement, payment in accordance with the Prevailing Wage, or misclassification of workers.

The County will notify Contractor of any complaints received as soon as practicable.

Contractor will be required to assist the County in investigating complaints and obtaining information from its subcontractors.

If it is determined that there is a violation of this policy by Contractor or any subcontractor working on the project, Contractor will be provided with a Notice of Violation from the County.

Contractor shall have fourteen (14) days from the date of Notice of Violation to cure the violation.

If the violation is not cured within fourteen (14) days, Contractor shall pay all wages owed to employee and additional payment to the County as liquidated damages under the contract in the amount of \$1000 per day per employee for every day the violation remains uncured. Multiple uncured violations of this policy on the same project may result in an escalation of liquidated damages up to \$3000 per day per employee.

In the event that the County determines that an uncured violation is intentional or that Contractor has failed to reasonably comply with the investigation and resolution process, the County may terminate the Contract for cause.

In the event of unpaid wages or failure to cure valid complaints at the end of the project, the County will retain any portion of the final contract payment necessary to ensure that all workers are paid the Prevailing Wage and all liquidated damages assessments are satisfied.

In the event that the County determines that uncured violations are intentional or that Contractor has failed to reasonably comply with the investigation and resolution procedures, Contractor may be barred from future projects in the County for a period of three (3) years. In the case of egregious or repeated violations by a Contractor, the County may choose to bar Contractor indefinitely.

Appeals Procedure

Contractor will have the right to appeal determinations of County staff regarding findings of violation of this policy, liquidated damages assessments, or disbarment from future contracting with the County. The Board of County Commissioners will be the ultimate deciding authority on appeals. The following procedure will be used for appeals:

1. Contractor appeal submittal:
 - 1.1. The Contractor must submit their appeal in writing to the Adams County Manager or their designee within five (5) working days after Notice of Violation is received,

notice of assessment of liquidated damages is received, or notice of disbarment is received.

- 1.2. The appeal must include an explanation of how the contractor has complied with this policy and how any finding of a violation of this policy was made in error.
2. The filing of an appeal shall not toll, stay, nor waive the fourteen (14) day period to cure the violation nor, thereafter, the assessment and payment of liquidated damages as prescribed by this policy.
3. Adams County Manager and/or their authorized designee, upon receipt of the appeal, shall form a committee to evaluate the appeal to include but not be limited to:
 - 3.1. The Director of Finance or their authorized designee
 - 3.2. The Purchasing Manager or their authorized designee
 - 3.3. The Elected Official or Department Director and/or their designees related to the contract
 - 3.4. The Adams County Attorney and/or their authorized designee
4. The Committee shall meet within seven (7) working days of receipt of the appeal to evaluate:
 - 4.1. The nature of the appeal
 - 4.2. The contract
 - 4.3. Any and all documentation of contractor and subcontractor employee duties, roles, and wages.
 - 4.4. The wage set for each labor classification as established by the State of Colorado for prevailing wage projects pursuant to C.R.S. §24-92-201 *et seq.*
 - 4.5. Whether the finding of a violation of this policy was made in error
5. The Committee shall make a recommendation to the BOCC only after a full and complete evaluation of the items. The BOCC may then:
 - 5.1. Reject the appeal and proceed with the remedies available under this policy.
 - 5.2. Accept the appeal, finding there was no violation of this policy.
6. The decision of the BOCC shall be final and no further appeals shall be considered.